tion of the right. The court in the instant case evidently rejects the doctrine announced in the cited case, that "the loss of a chance of winning in a competition is assessable." See note in 10 MICH. L. REV. 392. There are several cases holding that one may recover from a carrier for profits lost and contracts prevented by reason of delay in a shipment; the facts of many of these cases show that there were more causes which might have entered in to prevent the loss than there were in the principal case. *Illinois Cent. R. Co.* v. *Byrne,* 205 Ill. 9, 68 N. E. 720; 14 MICH LAW REV. 70. It is of course essential that the carrier or telegraph company have notice, either actually or from the nature of the goods or message, of the loss that would probably follow from delay. The message in the instant case, by reason of its contents, would have given this notice. There is a division of authority as to the liability of a telegraph company to one to whom an offer to make a mercantile contract is made, for failure to deliver a message containing such offer, but the weight of authority seems to be slightly in favor of allowance of such recovery. *W. U. Tel. Co.* v. *Bigger-staff,* 177 Ind. 168, 97 N. E. 531. In the principal case it would seem that the court went contrary to its own previous holding in deciding this case on demurrer, and denying the plaintiff the recovery of even nominal damages. *Parks* v. *Telegraph Co.,* 13 Cal. 423, 73 Am. Dec. 589; *Daughtry* v. *Tel. Co.,* 75 Ala. 168; see also Ann. Cas. 1914 C. 208. And it has also been held that the testimony of the persons having authority to accept the bid in a case of this kind is competent to establish the certainty of the loss, and that the plaintiff is entitled to have an opportunity to make such proof. *Texas & W. Telegraph & Telephone Co., et al* v. *Mackenzie,* 36 Tex. Civ. App. 178, 81 S. W. 581.

DEAD BODIES—EXHUMING FOR EVIDENCE.—In proceedings in escheat by the state, an order of the trial court that the body of the deceased be exhumed on motion of persons claiming as heirs, to enable identification by marks that had been sworn to, was affirmed on appeal. The court declared that the dead should be disturbed only in extreme cases; but one of these is this case in which one claiming to be the mother of the deceased asks for the order to enable her to establish her claim as heir, especially as the testimony of the claimant stands unimpeached. *Percival's Estate* (S. C. 1915) 85 S. E. 247.

The case declares the usual doctrine, though it is somewhat new in its facts. The dead have been ordered exhumed to obtain evidence to convict one on charge of murder: *People* v. *Fitzgerald,* 105 N. Y. 146, 11 N. E. 378, 59 Am. Rep. 483; to refute the state's case in such a prosecution: *Gray* v. *State,* 55 Tex. Crim. 90, 114 S. W. 635, 22 L. R. A. (N. S.) 513; and to prove that deceased was a suicide to avoid liability for life insurance: *Mutual Life Ins. Co.* v. *Griesa,* 156 Fed. 398, and denied in quite similar cases because of delay in asking for it, or because necessity was not extreme: *Moss* v. *State,* 152 Ala. 33, 44 So. 598; *State* v. *Highland,* 71 W. Va. 87, 76 S. E. 140; *Granger Life* v. *Brown,* 57 Miss. 308, 34 Am. Rep. 446.

See further on this subject 6 MICH. LAW REV. 322-5; also *Right of Privacy*, 8 MICH. LAW REV. 221-2; *Duty to Submit to Physical Examination*, 1 MICH. LAW REV. 71, 193-211, 277, 669.

EQUITY—RECONVERSION.—A testator in his last will directed his land to be sold and the proceeds to be distributed to his children and the heirs of their bodies as legatees. He provided that should any legatee die without issue his legacy should return to the other children. Plaintiffs, grandchildren of the testator, claim a right to their father's share of this land under the will by asserting a reconversion. Defendants, children of another legatee, claim it through purchase by their father, who had used his legacy in payment of the purchase-price of the portion of the land held by defendants. *Held*, for defendant on ground that his title depends on purchase from the testator's title and not on reconversion. *Hibbler et al* v. *Oliver et al*, (Ala. 1915) 69 So. 477.

The court here had to interpret the effect of the legatee's method of acquiring title to this land. The chancery court had allowed two of the five legatees to exchange their legacies in this converted property for a corresponding interest in the land. It is well settled that a mandatory provision in a deed to sell land and distribute the proceeds constitutes a conversion. *Fletcher* v. *Ashburner*, 1 Bro. Ch. 499, *Burbach* v. *Burbach*, 217 Ill. 547, 75 N. E. 519. It is also a well recognized principle of equity jurisprudence that there can be a reconversion by election of all the beneficiaries. *Willing* v. *Peters*, 7 Pa. 287; *Duckworth* v. *Jordan*, 138 N. C. 520, 51 S. E. 109. The election must be made by all, because the direction of the will or deed gives each beneficiary a right to have the whole sold and necessarily denies to each the right to reconvert his single share. In the principal case the court avoided going against such well settled principle by treating the exchange by part of the beneficiaries of their legacies for shares in the property as a sale. But still this in reality forces only a sale of a part of the property and has the effect of a reconversion by election of a part of the beneficiaries. It might be noticed that each beneficiary's interest under the will was to become absolute only upon his death leaving issue of his body. This condition necessarily attached to the personalty since the conversion occurs upon death of the testator. *Robert* v. *Corning*, 89 N. Y. 225; *Starr* v. *Willoughby*, 218 Ill. 485; 2 L. R. A. (N. S.) 623.

EVIDENCE—WAIVER BY CONTRACT OF PRIVILEGE OF PHYSICIAN AND PATIENT.—In an action by the beneficiary on an insurance certificate, the application for which contained an express waiver for the insured and his beneficiary of all privileges or benefit disqualifying any physician from testifying concerning information obtained about him in a professional or other capacity, and also of the provisions of all laws which would conflict with such agreement, *Held*: the waiver contained in the application was against public policy and void, and the testimony of the attending physicians as to all knowledge obtained by them in such capacity was properly excluded. *Gilchrist* v. *Mystic Workers of the World*, (Mich. 1915) 154 N. W. 575.